IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.1535 OF 2005

Hemangi Prabhu ..Petitioner.

Versus

State of Maharashtra & Ors. ..Respondents.

Mrs.Hemangi Prabhu, Petitioner in person.
Mr. Milind More, A. G. P. for Respondent Nos.1 and 3.
Mr.Mahajan i/b. M/s. Divekar & Co. for Respondent Nos.2 and 4.

CORAM: DALVEER BHANDARI, C.J. &
S.J. VAZIFDAR, J.
DATE : 4TH AUGUST, 2005

P.C.

Respondent No.2 is the Development Corporation of Konkan Ltd., an undertaking of the State of Maharashtra. Respondent No.3 is the Directorate of Industries. Respondent No.4 is the Managing Director of Respondent No.2.

2. The Petitioner has sought a Writ of Mandamus directing Respondent Nos.1 to 4 to accept her bid and transfer the flat to her name and hand over possession thereof to her. The Petitioner has

also sought a Writ of Mandamus directing the Respondents not to issue fresh tender for the sale of the said flat. Lastly, the Petitioner has sought an order quashing and setting aside a letter dated 20.1.2005 by which the Petitioners' tender was rejected.

3. The Petition is totally unsustainable. The Respondents invited tenders for the sale of a flat admeasuring about 444 sq. ft. at Mulund, Mumbai. The Petitioner submitted her tender in the sum of Rs.5,55,000/-.

4. By a letter dated 20.1.2005 the Respondents rejected her bid as being too low. The Respondents returned the deposit of Rs.50,000/- made by the Petitioner alongwith her tender.

5. Thereafter, the Petitioner addressed several letters to the Respondents in which she contended that her offer was not low. In fact, she offered to raise her offer to Rs.6,00,000/-.

6. The Respondents contended that the true value of the flat was much higher. It was also contended that they were not bound by the offers. We are entirely in agreement with the Respondents' submission. There is nothing to suggest that the Respondents were

bound to accept the highest offer.

7. In any event, in the facts and circumstances of this case, we are not inclined to exercise our extra ordinary jurisdiction under Article 226 of the Constitution of India. To grant the relief would, in effect, be decreeing an order for specific performance of an agreement for sale. Even assuming that such a Writ is maintainable, in the facts and circumstances of the present case, we are not inclined to exercise our extra ordinary jurisdiction under Article 226 of the Constitution of India.

8. Even assuming that there are any merits in favour of the Petitioner, at the highest, she would be entitled to claim only damages against the Respondents. On merits, even in this respect, the Petitioner has no case.

9. In the circumstances, the Petition is dismissed. The Petitioner shall pay the cost of this Petition to Respondent No.2, fixed at Rs.2500/- within twelve weeks from today.

CHIEF JUSTICE

S.J. VAZIFDAR, J.